ment is not rendered less beautiful or less ornate by the inscription. Such would afford no sound or satisfactory basis for the law of charitable trusts; it would also deprive the public of the benefits of many trusts simply because of some selfish motive on the part of the testator. Indubitably, the purpose and objects of a gift in a will, and not the motives of the testator, will determine whether or not it is charitable. *Smith* v. *Walker,* 181 Pa. 109; *In re Graves,* 242 Ill. 23; *Morristown Trust Co.* v. *Morristown,* 82 N. J. Eq. 521, (*contra*). But if it were held that such a trust, as the one in the instant case, is not a charity, the question arises whether it comes within the second exception, that of monuments, and is hence valid. It seems as if the reason why it is held not a charity is an argument *per se* that is is a monument. The large number of cases, that have held trusts for the erection of a monument valid, has provided for monuments at the graves of the testators. *Adnam* v. *Cole,* 6 Beav. 353; *Detwiller* v. *Hartman,* 37 N. J. Eq. 347;*Re Frazer,* 92 N. Y. 239; *Bainbridge's App.,* 97 Pa. 482; *Fite* v. *Beasley,* 80 Tenn. 328; *Emans* v. *Hickman,* 12 Hun. 425. Though it is clear that the instant case does not come within the facts of the majority of cases relative to monuments, yet it seems just as clear that it does come within the principle enunciated by those cases. The one monument appears to be as much a part of the funeral expenses as the other, and as much a tribute to the deceased to whose memory it was erected. It was so held in *Trimmer* v. *Danby,* 24 L. J. Rep. Ch. 424 (426), where the will provided for the erection of a monument to the testator's memory in St. Paul's Cathedral. A number of cases have held that it is not necessary that the monument be erected to the testator's memory. *Masters* v. *Masters,* 1 P. Wms. 423; *Mussett* v. *Bingle,* W. N. (1876) 170; *Wood* v. *Vandenburgh,* 6 Paige 277.

COMPROMISE AND SETTLEMENT—WHAT CONSTITUTES.—Defendants admitted liability for the amount of two shipments of shoes, but denied a claim arising out of a third shipment, having countermanded their order before delivery. Upon the receipt of a statement from plaintiff which included the three items, defendants mailed him a check for the precise amount due on the two admitted claims, stating at the same time that the check was in full of account. Plaintiff accepted and cashed the check, and later brought this action for the amount due on the third shipment. Defendants pleaded an accord and satisfaction. *Held,* that as to the third item, the acceptance of the check did not amount to a compromise and settlement, and that plaintiff could only recover damages for the breach of the contract. *Krohn-Fechheimer Co.* v. *Palmer,* (Mo., 1917), 199 S. W. 763.

The rule that acceptance of a less sum than is actually due will not operate to extinguish the whole debt, although agreed by the creditor to be received on such condition, is well established by the great weight of authority. BISHOP, CONTRACTS, §50. Logically it is difficult to perceive any sound distinction between the above case and payment of an amount concededly due on a claim, the remainder of which is disputed. Accordingly some courts have held that in the latter event there is no binding compromise, there being no

consideration to support the agreement. *Driscoll* v. *Sullivan,* (Ind., 1917), 115 N. E. 331; *Demeules* v. *Jewel Tea Co.,* 103 Minn. 150; *Frank et al.* v. *Vogt,* 166 N. Y. Supp. 175; *Weidner* v. *Standard Life & Accident Insurance Co.,* 130 Wis. 10; *Whittaker Chain Tread Co.* v. *Standard Auto Supply Co.,* 216 Mass. 204. Other courts, treating the whole claim as unliquidated, have shown a tendency to sustain agreements in discharge of liability when any part of the claim is in dispute, and although payment is only of the smaller amount which was conceded by the debtor to be due. *Tanner* v. *Merrill,* 108 Mich. 58; *Neely* v. *Thompson,* 68 Kan. 193; *Treat* v. *Price,* 47 Neb. 875; *C. M. & St. P. Ry Co.* v. *Clark,* 178 U. S. 353. These later courts, considering the rule that payment of a less amount than is actually due will not discharge the whole debt as a rule technical in its conception and harsh in its operation, have evidently taken this opportunity to limit its application.

CONSTITUTIONAL LAW—DUE PROCESS OF LAW—CARRIAGE OF STATE OFFICIALS BY RAILROADS.—A state reserved the right to amend alter or repeal the charter of a railroad company. *Held,*—It canot by virtue of such right impose on the railroad company the burden of carrying free of charge state officials, for that works a deprivation without due proces of law of the company's right to charge such officials fare. *Napier* v. *Delware, L. & W. R. Co.,* (N. Y. 1917), 102 Atl 444.

The decision proceded upon an assumption that the railroad company had a right to charge state officials even though the state should so amend the company's charter as to give it no such authority. By this assumption the question of the extent of the state's reserved power of amendment is eliminated. The case therefore assumes that the privilege of charging all persons was a vested right and its taking away not an act within the police power. In *Dunbar* v. *Boston & P. R. Corp.,* 181., Mass. 383, it was held that where the damage done is small and the public advantage great an interference with a vested right would be sustained. This is contrary, however, to the generally accepted view. That such a taking was not an exercise of the reserved power of the legislature but constituted a taking of property without due process of law was held in *Delaware, Lackawanna and Western R. R. Co.* v. *Board of Public Utilities Commisioners,* 85 N. J. L. 28. The same conclusion was reached in *Pa. R. R. Co.* v. *Herrmann,* 89 N. J. L. 582. The charter however in the last case did not reserve the right to alter, amend or repeal the same. The legislative act requiring a railroad to run four trains per day was held confiscatory and unconstitutional as depriving the company of property without due proces of law. *Washington, Potomac & Chesapeake Ry. Co.* v. *Magruder,* 198 Fed. 218. Laws requiring railroad companies to construct and maintain spur tracks to industrial plants work a deprivation of property without due proces of law. *McInnis* v. *New Orleans & N. E.R. Co.,* 109 Miss. 482. A state statute requiring in interstate as well as intrastate commerce separate Pullman accommodations for the white and colored races though entailing great expense in view of the almost negligible number of colored Pullman passenger is not a taking of property without due process of